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Leasing and Improving Lands (Ireland) Bill.

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[Bill 165.]

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SCHEDULE.
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TO

Consolidate and amend the Laws relating to the
Powers of leasing and improving Lands in
Ireland.

BE it enacted by the Queen's most Excellent Majesty, by and
with the Advice and Consent of the Lords Spiritual and
Temporal, and Commons, in this present Parliament assembled,
and by the Authority of the same, as follows :

5 I. This Act may be cited for all Purposes as "The Leasing Short Title.
Powers Act, Ireland, 1859."

II. This Act shall come into operation on the *First Day of Commence-*
ment of Act.
November in the Year One thousand eight hundred and sixty.

III. In the Construction and for the Purposes of this Act, if not
10 inconsistent with its Context or Subject Matter, the following Terms
and Expressions shall have the respective Meanings herein-after
assigned to them ; that is to say,

" Person " shall include Body Corporate :

" Person " &

15 " Land " shall, notwithstanding the Act of the Thirteenth Year of
the Reign of the Queen, Chapter Twenty-one, include Corporeal
Hereditaments only :

[Bill 165.]

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" Perpetual

"Perpetual Interest?"	"Perpetual Interest" shall include every Interest in respect of which there is an Agreement by a competent Party for its perpetual Renewal:
"Settlement?"	"Settlement" shall include any Assurance or connected Series of Assurances by Deed, Will, or Private Act of Parliament, 5 or otherwise, by which Hereditaments are limited in a Course of Settlement, or agreed so to be:
"Successors in Estate?"	"Successors in Estate" shall mean the several Persons who from Time to Time during the Continuance of the Lease would, in case it had not been made, be entitled to the Profits of the 10 Hereditaments comprised in the Lease, after and under the same Settlement with the Lessor, or under the Exercise of a Power contained in the Settlement, and in the Case of a Lease made by a Mortgagor in possession shall include a Mortgagee who shall have given Notice of his Mortgage to the Tenant of the 15 Lands:
"Chairman?"	"Chairman" shall mean the Chairman of Quarter Sessions for the County or Riding in which the Lands improved, or the greater Portion of them, shall be situated.

PART I.

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Improvement Leases.

Persons enabled to make Leases.

IV. Any Person or Body Corporate having an Estate or Interest such as herein-after described in Lands or Tenements, and the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, having the Management of Lands or Tenements the Property of the 25 Crown in Ireland, shall be deemed to be "Owners" for the Purposes of this Act, and shall have Power to make Leases of such Lands or Tenements, or of any Part of them, and of any Rights or Privileges over or affecting them, and such Power may be exercised from Time to Time as Occasion shall require, under the Provisions of this 30 Act; that is to say,

Woods and Forests:

1. The Commissioners of Her Majesty's Woods, Forests, and Land Revenues, in respect of Lands and Tenements the absolute Property of the Crown, and being under the Management of the Commissioners: 35

Tenant in Tail:

2. Any Person beneficially seised or entitled at Law or in Equity for an Estate in Tail:

Tenant for Life:

3. Any Person beneficially seised or entitled at Law or in Equity for his or her Life (not being a Jointress), or for the Life of any other Person, or beneficially possessed of or entitled to an Estate for so many Years as he or she may live, or for an unexpired Term of Years, not being less in its Inception than Sixty Years, absolute, or determinable on a Life or Lives, such 40

such Estate or Interest in each of the Cases included in this Paragraph being created by some Settlement out of an Estate of Inheritance, or out of a perpetual Interest, by way of Limitation, and not by way of Demise :

- 5 4. Any married Woman entitled for her own Benefit to an Estate in Fee, or to any Estate such as is specified in Paragraphs 2 or 3; and whether restrained by any Clause against Anticipation or not : Married Women
- 10 5. Any Person seised of an Estate by the Courtesy of England or in Dower :
- 15 6. A Husband beneficially seised or entitled in right of his Wife, or by Estreities with his Wife, of or to an Estate in Fee, or any such Estate as is specified in Paragraph 3; provided the Wife be of Age, and be a granting or executing Party to the Lease : Husband in right of Wife:
- 20 7. The Ecclesiastical Commissioners for Ireland, and any Ecclesiastical Corporation Aggregate, and Archbishops, Bishops, and other Ecclesiastical Persons, seised or possessed in right of their Corporations, Dignities, or Benefices of Hereditaments held for an Estate in Fee or any perpetual Interest; but no Lease made by a Rector, Vicar, or Perpetual Curate by virtue of this Act shall be valid without the Consent of the Archbishop or Bishop of the Diocese, whether the Hereditaments comprised in such Lease be situate within a Peculiar Jurisdiction or not, and the Consent of the Person or Majority of the Persons, or the Corporation, for the Time being entitled to the next Turn or Right of Presentation to the Benefice; and where the Patronage of the Benefice shall be in the Crown, the Consent of the Crown shall be expressed and testified by the Lord Lieutenant or other Chief Governor or Governors of Ireland for the Time being; and where the Archbishop or Bishop of the Diocese, or the Incumbent of the Benefice, is also the Patron of the Benefice, such Person may act in both of the Characters which he shall so sustain; and no Lease made by any Ecclesiastical Person or Corporation for any Term exceeding *Twenty-one* Years shall be valid by virtue of this Act without the Licence of the Ecclesiastical Commissioners for Ireland, and no Lease made by the Ecclesiastical Commissioners for any Term exceeding *Twenty-one* Years shall be valid by virtue of this Act without the Licence in Writing of the Lord Lieutenant or other Chief Governor or Governors of Ireland for the Time being; and the Consent or Licence required by this Paragraph shall in every Case be signified by a Writing to be made on or annexed to the Lease, Ecclesiastical Corporations :
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and signed by the Person or Persons giving such Consent or Licence, or in the Case of a Corporation Aggregate sealed with the Seal of the Corporation :

Lay Corporations :

8. Any Corporation, eleemosynary or collegiate, whether aggregate or sole, seised or possessed of Lands belonging to their or his Corporation, Hospital, or College, for an Estate in Fee or any perpetual Interest ; provided that no Lease made by a Municipal Corporation for any Term exceeding *Twenty-one* Years shall be valid by virtue of this Act without the Licence in Writing of the Commissioners of Her Majesty's Treasury, or of some Two of them ; and no Lease made by a Board of Guardians of the Poor for any Term exceeding *Twenty-one* Years shall be valid by virtue of this Act without the Licence in Writing of the Poor Law Commissioners for Ireland ; which Licence in either Case shall be signified in the Manner prescribed by the Seventh Paragraph :

Trustees for Charitable Uses.

9. Trustees and Feoffees of charitable Uses of a public Nature, seised or possessed for the Benefit of the Charity of Land for an Estate in Fee or any perpetual Interest, and Governors of Endowed Schools, and the Commissioners of Education, or any Three of them, as to Lands belonging to Endowed Schools of public or private Foundation in Ireland, and of which such Governors or Commissioners are seised or possessed in Fee or for any perpetual Interest, and Trustees of Lands limited under any Settlement so seised or possessed, and having a Power to sell, and not expressly restrained from leasing ; provided that where any Power of Sale or Leasing is conferred by such Settlement, and is required to be exercised with the Consent of any Person, no Lease made by virtue of this Act shall be valid without such Consent, if the Person be living, and capable of giving it ; provided also, that no Lease of Lands belonging to Endowed Schools for any Term exceeding *Twenty-one* Years shall be valid by virtue of this Act without the Licence in Writing of the Lord Primate, the Lord Chancellor, the Archbishop of Dublin, the Lord Chief Justice of the Queen's Bench, the Lord Chief Justice of the Common Pleas, and the Lord Chief Baron of the Exchequer in Ireland, or of some Three or more of them ; and every Consent or Licence required by this Paragraph shall be signified in the Manner prescribed by the Seventh Paragraph.

Married Women to be examined apart.

- V. Every Lease which any married Woman shall execute or consent to under this Act shall be produced and acknowledged by her before the Person or Persons appointed by or under the Provisions relating to Dispositions by Deed by married Women contained in

in the Act passed in the Session held in the Fourth and Fifth Years of King William the Fourth, intituled "An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, in Ireland," and such Acknowledgment shall be taken, and a Memorandum endorsed or written on such Lease, and a Certificate of the taking of such Acknowledgment signed and lodged and filed in the Manner and conformably to the said Provisions of the said Act.

VI. When any Person would have Power to make Leases by virtue of his Estate or by virtue of this Act but for the Existence of a Mortgage or other Incumbrance affecting his Estate or Interest, such Person shall have Power to make Leases, pursuant to the Provisions of this Act, notwithstanding such Mortgage or Incumbrance, so long as such Person is in actual Possession or in Receipt of the Rents and Profits of the Lands, but not otherwise.

Power how far suspended by Mortgage.

VII. The Power to make Leases conferred by this Act shall not be exercised by any Person seised or possessed of an Estate or Interest by way of Mortgage only, or by way of Assignment or Purchase from a Party having a particular Estate or Interest only under a Settlement.

Power not to be exercised by Mortgagees.

VIII. The Power to make Leases conferred upon any Person by this Act shall not prejudice any other Power of leasing belonging to such Person.

Other Powers not to be prejudiced.

IX. When any Person, not being a Trustee or a Feoffee for charitable Uses, who by virtue of his Estate, or of the Power conferred by this or any other Act of Parliament, or by any Settlement, would be entitled to make or consent to any Lease, shall happen to be a Minor, Lunatic, Idiot, or non compos mentis, such Lease or Consent may be made or given in his Name and on his Behalf in the following Manner:

Disability of Person having Powers to lease.

If he be a Minor under the Age of Twenty-one Years, by his Guardian appointed by Will or Settlement, or the Court of Chancery in Ireland; and if there be no Guardian, such Court may appoint One for the Purpose of this Act, on Petition in a summary Way, and may change such Guardian from Time to Time:

Minors:

If he be a Lunatic or Idiot or non compos mentis, by the Committee of his Estate; and if there be no such Committee, or no Inquisition finding him to be a Lunatic or Idiot, the Court of

Lunatics:

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Chancery

Chancery may appoint a Guardian for the Purposes of this Act, on Petition in a summary Way, and may change such Guardian from Time to Time :

Provided that no Lease made or Consent given on behalf of a Person of unsound Mind shall be valid by virtue of this Act without the 5
Consent in Writing of the Lord Chancellor, and that no Lease made or Consent given on behalf of a Person under Age shall be valid by virtue of this Act without the Consent in Writing of the Lord Chancellor or the Master of the Rolls, or One of the Masters in Ordinary of the Court of Chancery in Ireland, such Consent in every 10
Case to be written on or annexed to the Lease.

*Lease to be
by Inden-
ture.*

X. Every Lease made by virtue of this Act shall be by Indenture, signed, sealed, and delivered (or in case of a Corporation aggregate sealed and delivered) by or on behalf of the Lessor, in the Presence of One or more than One Witness. 15

Counterpart.

XI. A Counterpart of the Lease shall be executed by the Lessee, and the Receipt in Writing of the Lessor endorsed upon the Lease, acknowledging that he has received the Counterpart, shall for the Purposes of this Act be conclusive Evidence that such Counterpart has been executed by the Lessee, as required by this Act. 20

Registry.

XII. A Counterpart of every Lease of Ecclesiastical Property shall be deposited and registered in the Registry Office of the Diocese in which the Lands are situated within Six Months after the Execution of such Lease, for which Deposit and a Certificate thereof the Lessee shall pay the Sum of *Five Shillings* and no more, 25
and after making such Payment he shall not suffer any Loss or Injury by reason of any Default in entering the Particulars of the Lease in the Register.

*Power not
to extend to
Mansion
House, &c.*

XIII. The Power to make or consent to Leases conferred by this Act shall not extend to the Mansion House, See House, or Glebe 30
House of any Person so empowered, nor to the Demesne Lands, Parks, Plantations, Gardens, Orchards, Pleasure Grounds, or Apartments belonging to or usually occupied with such Mansion House, See House, or Glebe House, nor to Lands or Tenements which such Person is expressly restrained from leasing or consenting 35
to lease by the Provisions of any Local or Private Act of Parliament or Settlement; but this Provision shall not prevent a Lease of the Mansion House or Demesne Lands of an Infant, during his Minority only, from being made or consented to.

XIV. The

XIV. The Persons empowered by this Act may make or consent to Leases for any of the following Purposes and Periods of Time:

Periods of Time and Purposes for which Leases may be made. Agricultural Leases.

1. Agricultural Leases of Arable, Meadow, or Pasture Land, for a Term not exceeding *Twenty-one* Years:

5 2. Improvement Leases of Waste, Barren, Bog, or Mountain Land, for a Term not exceeding *Forty-one* Years:

Improvement Leases.

3. Leases of Water Mills, or of Water Wayleaves, or other Rights or Easements connected with the Enjoyment of Lands or Tenements, for a Term not exceeding *Forty-one* Years:

Water Leases.

10 4. Building Leases of Lands or Tenements suitable for building, rebuilding, making, or improving Dwelling Houses, Warehouses, Mills, Factories, Offices, Shops, Stores, Mill Dams, Mill Races, Ponds, and other necessary Conveniences for such Houses or Buildings, and with or without Liberty for the Lessee to take down or alter any Buildings which may be upon the Land, and to dispose of the Materials thereof to such Uses and Purposes as may be agreed upon, and with a suitable Portion of Land, not exceeding *Three* Acres, for Accommodation Purposes, or for the Erection of Labourers Dwelling Houses, where necessary, for a Term not exceeding *Ninety-nine* Years; and of suitable Land for Gardens, Yards, Curtilages, Bleach Greens, and Bleach Yards, and other Appurtenances, not exceeding *Fifteen* Acres; and of Rights of Passage and other Easements and Conveniences to be used with any Dwelling House, Warehouse, Mill, Factory, or other Building already erected or about to be erected, or proper to afford necessary Accommodation to the Occupiers of any such Dwelling House, Warehouse, Mill, Factory, or other Building, for any Term which shall not extend beyond the Duration of the Lease of the Premises to which the same shall be intended to be attached or annexed:

Building Leases.

5. Public Leases for the Purpose of erecting, making, or improving any public Gaol, Lighthouse, Port, Harbour, County Infirmary, public Hospital, Dispensary Building, Workhouse, Police Barrack, Coast Guard Station, or other Work or Building of a public Nature and for public Purposes, or public Schools or Libraries, or Literary or Scientific Institutions founded or endowed by or under any Charter or Act of Parliament, of an adequate Portion of Land not exceeding *Thirty* Acres, and of necessary Conveniences, Rights of Passage, and Appurtenances, for a Term not exceeding *Nine hundred and ninety-nine* Years.

Public Leases.

Mining
Leases.

XV. Any Person herein-before described as an Owner in respect of any greater Estate than an Estate for Life or Lives or an Estate for Years, and any Person described as Owner in respect of an Estate for Life or an Estate for Years, who is not punishable for Waste, may make or consent to Mining Leases of Mines, Minerals, Quarries of Marble or Stone, Collieries, Beds of Clay, Ochre, Fullers' Earth, or other Matters found in the Earth, and fit for making and manufacturing Wares, with the right of working any adjacent Mine by way of Outstroke or other underground Communication, together with or without a suitable Portion of adjoining Land, not exceeding *Three Acres*, for Accommodation Purposes, and with such Rights of Way and Passage, and other Easements and Facilities for working and carrying away the Produce thereof, or otherwise incident to Mining Operations, as may be necessary, for a Term not exceeding *Forty-one Years*.

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Leases to be
in possession.

XVI. Every Lease made by virtue of this Act shall be made to take effect in possession, or within *One Year* after the making thereof.

Best Rent to
be reserved.

XVII. In every Lease made by virtue of this Act there shall be reserved the best improved yearly Rent that at the Time of the making of the Lease can be obtained or received from a solvent Tenant, without Fine or other Consideration of any kind except the Rents and Covenants in the Lease.

Rent in
Mining
Leases.

XVIII. The Rent in a Mining Lease may be reserved in Produce or in Money, and shall not be less in Amount than *One Twentieth Part* or Share of the Produce raised out of the Mines, or the Value thereof in Money, estimated without regard to the Expense of digging, raising, and laying it on the Bank.

Uniform
Rent, except
in certain
Cases.

XIX. A uniform Rent shall be reserved during the Continuance of the Lease, except in the following Cases; that is to say, a reduced Rent, fixed or progressively increasing, may be reserved for any Period not exceeding the first *Three Years* of the Term in a Building Lease, and for any Period not exceeding the first *Seven Years* of the Term in an Improvement Lease.

Covenants
in Leases.

XX. Every Lease made in pursuance of this Act shall contain Covenants and Conditions on the Part of the Lessee to the following Effect:

1. To pay the Rent reserved, and to pay all Taxes and Impositions payable by the Tenant.

2. To

2. To use and enjoy the demised Premises during the Term in a tenantlike Manner, and to maintain and uphold all Buildings, Erections, Fixtures, and Improvements made or to be made thereon in good and substantial Repair and Condition :
- 5 3. To give up peaceable Possession of the demised Premises, with all Buildings, Erections, Fixtures, and Improvements made or to be made thereon, in good and substantial Repair and Condition, on the Determination of the Tenancy ; but this Covenant may be without Prejudice to any Right of Compensation or Removal which the Tenant may by Law be entitled to :
- 10 4. That the Lessor and his Successor in Estate, and his or their Agent, may at all reasonable Times enter on and inspect the demised Premises :
- 15 5. A Condition of Re-entry in case the Rent shall be unpaid for a Period not exceeding *Thirty* Days after it shall fall due.

XXI. Every Lease made in pursuance of this Act, except Building or Public Leases, shall also contain a Condition of Re-entry in case of any Assignment or Subletting of the Premises or any Part thereof, without the previous Licence in Writing of the Lessor or his Successor in Estate.

Further
Condition
in certain
Leases.

XXII. Every Agricultural Lease made in pursuance of this Act shall contain further Covenants on the Part of the Lessee to the following Effect :

Agricultural
Covenants.

- 25 1. To manage, till, and use the Lands demised as Arable Lands in a husbandlike Manner, and in a due and regular Course of good Husbandry, and so that the same shall not be in anywise injured or deteriorated :
- 30 2. To use upon the Lands all the Manure which shall be made on the Premises :
3. To repair and maintain all Gates, Hedges, Ditches, Fences, and Drains made or to be made on the Premises in good and tenantable Condition :
- 35 4. Not to burn or permit to be burnt any Part of the Soil or Surface of the Land demised, without the previous Licence in Writing of the Lessor or his Successor in Estate.

XXIII. Every Improvement Lease made in pursuance of this Act shall contain a further Covenant and Condition on the Part of the Lessee to the following Effect :

Improvement
Covenants.

- 40 To proceed to improve the Land within *Twelve* Months next after the Commencement of the Lease, and effectually to reclaim *One Tenth* Part at least thereof during every Three Years of

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the Term, until the whole, or so much as is capable of Reclamation, shall have been reclaimed, and a Condition of Re-entry for Breach of the said Covenant.

*Building
Covenants.*

XXIV. Every Building or Public Lease made in pursuance of this Act shall contain a further Covenant and Condition on the Part of the Lessee to the following Effect :

[In case the Lease is made substantially and principally for the Purpose of building or rebuilding:] To build or rebuild and make in a permanent and substantial Manner on the demised Premises, within a Time or Times to be specified for that Purpose in the Lease, such Buildings, Erections, or other Things as are herein-before mentioned as the Purpose of a Building or Public Lease, of an annual Value of not less than *Three* Times the highest Rent reserved in the Lease :

[In case the Lease is made substantially and principally for the Purpose of repairing or otherwise improving such Building, Erections, or other Things as aforesaid, existing at the Time of the making of the Lease, or to be made thereafter:] To repair or improve such Buildings, Erections, or Things within a Time or Times to be specified for that Purpose in the Lease, to such an Extent at least that the annual Value of the demised Premises shall be thereby increased to not less than *twice* the Rent reserved in such Lease :

And in either Case a Condition of Re-entry for Breach of the Covenant to be so contained.

*Mining
Covenants.*

XXV. Every Mining Lease made in pursuance of this Act shall contain this further Covenant and Agreement on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, with the Lessor :

To commence effectually to work the Mines, Minerals, Quarries, or Beds of Earth demised within *Two* Years next after the Commencement of the Lease, and afterwards to continue the effectual carrying on of the Works, and that in default thereof the Lessor, or his Successor in Estate, may re-enter and possess himself as of his former Estate.

*Warrant to
be granted for
Waste.*

XXVI. The Lessee in any Lease made by virtue of this Act shall not be thereby made punishable for Waste committed or permitted, but may nevertheless be enabled to make such Alterations and Additions, and to do all such Acts in and upon the demised Premises as may be necessary for their beneficial Enjoyment in a tenantlike Manner, according to the Purpose for which the Lease

is made, and for clearing the Ground for any Buildings, Excavations, or other Works authorized by the Lease

XXVII. The Rent reserved and the Covenants and Conditions contained in any Lease made by virtue of this Act shall enure to the Benefit of the Person who for the Time being is the Successor in Estate of the Lessor, according to the Estate and Interest of such Successor in the Reversion.

Rent and Covenants to enure to Successors.

XXVIII. Every Lease made in pursuance of this Act shall bind the Lessor and his Successors in Estate, notwithstanding any Settlement, Law, or Custom to the contrary; and the Burden of the Covenants on the Part of the Lessor shall attach upon the Person who for the Time being is the Successor in Estate of such Lessor, according to the Estate and Interest of such Successor in the Reversion.

Lease to bind Successors.

XXIX. Every Lease purporting to be made by virtue of this Act shall be subject to the Jurisdiction of a Court of Equity, on the Ground of Fraud by reason of the Introduction of improper Covenants, or otherwise.

May be declared fraudulent by improper Covenants.

XXX. Where a Power to make Leases by virtue of this or any other Act of Parliament, or of any Settlement, shall in any particular Case be incapable of being exercised by reason of some accidental Variation of the Circumstances necessary to bring such Case within the exact Terms of the Act or Settlement, the Court of Chancery in Ireland may, by an Order on a summary Petition presented by any Person interested in the Matter, and upon Notice to such Person or Persons as the said Court shall think necessary, authorize and empower the Donee of the Power contained in such Act or Settlement to make a Lease, notwithstanding any Variation which the said Court shall consider not to involve a substantial Departure from the true Intention or Meaning of such Act or Settlement; and every Lease made in pursuance of any Order of the said Court in that Behalf shall be as valid as if such Lease had been authorized by the Terms of the Act or Settlement.

Defects in Leasing Powers supplied in certain Cases.

XXXI. Any Person authorized to make a Lease by virtue of this Act may in like Manner enter into a preliminary Contract to grant such Lease, which shall be binding on all Persons who would be bound by the Lease if it had been made.

Power to make preliminary Contracts.

PART II.

Compensation Agreements.

Power to make compensating Agreements. XXXII. Any Person by this Act empowered to make Leases may, by Agreement in Writing signed by him, and lodged and registered as herein-after provided, entitle his Tenant in Occupation 5 of the Lands, and the Executors or Administrators or lawful Assign of such Tenant, to Compensation for such Improvements to be made on the Lands in pursuance of the Agreement as are herein-after mentioned, and such Agreement shall not be subject to Stamp Duty. 10

Consents necessary. XXXIII. Every such Agreement shall be made with such Consents and Licence (if any) as would be required in respect of a Lease made by the same Person under the Powers of this Act.

Agreement to bind all Persons. XXXIV. Every such Agreement made in pursuance of this Act shall bind all Persons whomsoever, subject to the Limitations herein- 15 after declared.

Specification and Estimate. XXXV. Every such Agreement shall contain or have connected with it by express Reference a Specification and Estimate of the Improvements to be made, and such Specification and Estimate shall form Part of the Agreement. 20

Classification of Improvements. XXXVI. Improvements which may be made and compensated for by virtue of this Act are of Two Classes: The First Class consists of Improvements upon and separable from the Soil; the Second Class consists of Improvements incorporated with and inseparable from the Soil. 25

First Class of Improvements separable from the Soil. XXXVII. Improvements of the following Nature are of the First Class; (that is to say,) the erecting or enlarging of any Dwelling House or Farm Building, detached or otherwise, or the putting up of any Gates, Palings, or Brick or Stone Walls, such Dwelling House, Farm Building, Gates, Palings, or Walls being suitable for agricul- 30 tural Purposes, and to the Size of the Holding, and adding to its annual Value on a Letting for agricultural Purposes.

Second Class of Improvements inseparable from the Soil. XXXVIII. Improvements of the following Nature are of the Second Class; (that is to say,) the Reclamation of Waste Land or of cut-out Bog, or the making of Farm Roads for the convenient Cultiva- 35 tion of the Farm, or the main or thorough Drainage of the Land, or the Improvement of it by Irrigation, or the durable Improvement of

of the Land by clearing it of Rocks or Stones, or the durable Improvement of the Land by marling, liming, claying, or otherwise amending the Soil, or the temporary Improvement of the Land by the Use of artificial Manures.

- 5 XXXIX. The Improvements authorized by any such Agreement must not be such as have been otherwise compensated or allowed for, or such as the Tenant is under any Obligation by Lease or otherwise to make, and shall not be authorized in any Case in which the subsisting Estate or Interest of the Tenant exceeds the Term of Five
10 Years,

Improvements not such as are otherwise provided for.

- XL. As to Improvements of the First Class, the Agreement may provide that, if the Possession of the Land be required and taken from the Tenant, or his Executors, Administrators, or lawful Assign, without his or their Act, Consent, or Default, the Tenant, or his
15 Executors or Administrators, or lawful Assign, shall be entitled to recover the actual Value of the Improvement at the Time when the Possession of the Lands is so taken from him or them, subject to all proper Deductions, by reason of any legal Set-off or Cross Demand.

Mode of Compensation for Improvements of the First Class.

- XLI. As to Improvements of the Second Class, the Agreement may provide that the Tenant, or his Executors or Administrators, or lawful Assign, unless compensated by Permission to occupy the Lands without Increase of Rent for a Period of Time to be mentioned in the Agreement or limited by this Act, shall be compensated by a Payment in Money of such a Proportion of the original Value of the
20 Improvements, ascertained and certified as herein-after provided, as the Portion of such Period of Time unexpired at the Termination of the Occupation shall bear to the Entire of such Period.

Mode of Compensation for Improvements of Second Class.

- XLII. The Right to Compensation by way of Money Payment shall only arise when the Possession of the Lands is required and
25 taken from the Tenant, or his Executors, Administrators, or lawful Assign, without his or their Act, Consent, or Default.

Right to Money Compensation arises when.

- XLIII. A Compensation in Money shall be recoverable only against the Person who shall require and take the Possession of the Lands, and his Executors and Administrators.

Money Compensation payable by whom.

- 35 XLIV. Agreements for Compensation for Improvements of the Second Class, by way of Occupation of the Lands without Increase of Rent, shall be binding by virtue of this Act to the following Extent and not further; (that is to say,)

Limit of Compensation by Occupation.

1. As to the Reclamation of Waste Land or cut-out Bog, for a Period not exceeding *Twenty Years*:

[165.]

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2. As

2. As to the main or thorough Drainage of Land, or its Improvement by Irrigation, for a Period not exceeding *Ten Years*;
 3. As to the making of Farm Roads, for a Period not exceeding *Five Years*;
 4. As to the durable Improvement of Land by clearing it of Rocks or Stones, for a Period not exceeding *Five Years*;
 5. As to the durable Improvement of Land by marling, liming, claying, or otherwise amending the Soil, for a Period not exceeding *Five Years*;
 6. As to the temporary Improvement of Land by the Use of artificial Manure, for a Period not exceeding *Two Years*;
- And the Period of Compensation shall be computed from the End of *One Year* after the Time of making the Agreement.

Limit of
Compensa-
tion in
Money.

XLV. The Amount of Compensation in Money recoverable against any Person by virtue of this Act, under One or more than *15* One such Agreement, shall not exceed in the whole *Four Years* clear improved Value of the Lands on which the Improvements have been made, to be ascertained by the Rent which at the Time when the Right to receive such Compensation shall arise could be obtained from a solvent Tenant, after deducting Head Rent or other *20* Disbursements payable by the Person to be charged.

Registry of
Agreement.

XLVI. A Copy of the Agreement, signed by the Person empowered to make the same, shall be lodged in the Office of the Clerk of the Peace of the County within *Three Months* after its Execution; and on producing to him an Affidavit verifying the *25* Signature it shall be entered in a Book to be provided by the Clerk of the Peace, and to be called the Register of Improvements, for the Fee of *Two Shillings and Sixpence*; and thereupon the Tenant, or his lawful Assign, shall be warranted in commencing the Improvements specified in the Agreement; and such Copy may be inspected *30* at all reasonable Times on Payment of the Fee of *One Shilling* to the Clerk of the Peace; and any Person requiring a Copy thereof shall be entitled to obtain the same on Payment to the Clerk of the Peace of a Sum not exceeding *Twopence* for every Folio of *Seventy-two Words* or Fraction thereof contained in such Copy. *35*

Certificate of
Completion
of Improve-
ments of
Second Class
to be pro-
cured and
registered.

XLVII. No Claim for Compensation in respect of Improvements of the Second Class shall be enforced by virtue of this Act, unless the Tenant, or his Executors or Administrators, or lawful Assign, shall obtain from the Chairman a Certificate of the Completion of such Improvements, and of the Value thereof, and shall duly register *40* such Certificate in the Register of Improvements of the County.

XLVIII. In

XLVIII. In order to obtain such Certificate of Completion, the Tenant, or his Executors or Administrators, or lawful Assign, shall within Six Months after having completed such Improvements present to the Chairman sitting at Quarter Sessions in the District in which the Lands or the greater Portion of them are situate, for his Signature, a Certificate according to the Form in the Schedule (A.) to this Act annexed, and shall give Notice in Writing of the intended Application, accompanied by a true Copy of the proposed Certificate, to the Immediate Landlord for the Time being of the Lands, or to his Agent, at least Fifteen Days before the First Day of the Sessions.

Application
for Certificate,
and
Notice
thereof.

XLIX. The Landlord, or any Person whose Estate or Interest may be prejudiced or affected by the Allowance of the proposed Certificate of Completion, may, if he shall so think fit, appear at the Quarter Sessions at which such Certificate is to be presented for Signature, and object to the Allowance of it, and for that Purpose may adduce Evidence to disprove or contradict it in part or in the whole, and the Chairman shall thereupon either allow or disallow, or modify or alter the proposed Certificate, or defer his Decision to some subsequent Sessions for further Evidence, or may direct such additional Evidence to be brought before him, or such other Parties to be served with Notice, as he shall think right, and shall make such Order as to Costs as shall be agreeable to Justice.

Objections
to proposed
Certificate.

L. The Chairman, on Proof that Notice of the Application, with a true Copy of the proposed Certificate, has been duly served, shall, if no sufficient Objection appear or is made thereto, and if satisfied that the Certificate corresponds substantially with the Particulars of the Agreement, and that the Contents thereof are true, sign the Certificate of Completion, with such Modifications and Alterations (if any) as the Case may require, and hand it so signed to the Clerk of the Peace of the County, or his Deputy, who, on Payment of a Fee of Two Shillings and Sixpence, shall annex it to the Copy of the Agreement already lodged, and enter the material Particulars thereof in the Register of Improvements, with a convenient Reference.

Chairman
may grant,
refuse, or
modify Cer-
tificate.

L.I. An Appeal from the Decision of the Chairman upon any such Application for a Certificate of Completion may be made by any Person who appears before him in Person or by Attorney, in the same Manner as an Appeal by a Plaintiff in a Civil Bill Proceeding from a Dismissal by such Chairman, and as if the Party in whose Favour the Decision upon such Application as aforesaid shall have been made was the Defendant in such Civil Bill Proceeding; and the Judge who shall hear the Appeal may affirm or reverse the Decision of the Chairman, or alter or modify the Certificate, and finally decide thereon, and

Appeal from
Decision of
Chairman.

make such Order as to Costs in the Court below and of the Appeal as shall be agreeable to Justice; and if the Judge shall alter or modify the Certificate, such Certificate, so altered or modified, and signed by the Judge, shall be of the like Effect as if it were the Certificate of the Chairman.

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Registry deferred till Time for Appeal over.

LII. When the Right to a Certificate of Completion is contested, the Certificate shall not be registered until after the Expiration of the Time hereby allowed for appealing, and in case an Appeal is pending not until after it is disposed of.

Certificate when registered final as to Regularity of Proceedings.

LIII. The Certificate of Completion, when registered, shall be final and conclusive as to the Truth of all Matters stated therein, and that the Provisions of this Act as to all Proceedings preliminary to the obtaining of it have been complied with, and a Copy of such Certificate, purporting to be signed by the Clerk of the Peace, shall be Evidence of the Contents and Execution thereof.

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Certificate, if fraudulently obtained, may be impeached.

LIV. If a Certificate of Completion shall have been fraudulently obtained or registered, any Person who or whose Estate or Interest may be prejudiced or affected by such Certificate may at any Time impeach it on the Ground of Fraud, by an Application to the Chairman, giving to the Tenant, or his Executors or Administrators, or lawful Assign, due Notice of the Application; and the Chairman, on being satisfied that the Certificate was obtained or registered by Fraud, may order it to be removed from the Register; and an Appeal from such Order may be made by the Tenant, his Executors or Administrators, or lawful Assign, in the same Manner as an Appeal by a Plaintiff in a Civil Bill Proceeding from a Dismiss by such Chairman, and as if the Party in whose Favour the Decision upon such Application as aforesaid shall have been made was the Defendant in such Civil Bill Proceeding; and the Judge who shall bear the Appeal may affirm or reverse the Decision of the Chairman, and finally decide thereon, and may make such Order as to the Costs of the Proceeding in the Court below, and of the Appeal, as shall be agreeable to Justice.

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Compensation on Disturbance before Certificate obtained.

LV. If after the Lodgment with the Clerk of the Peace of the Copy of an Agreement entitling a Tenant to make Improvements, with a Right to Compensation, by virtue of this Act, and before any Certificate of Completion shall have been obtained, any Person who-soever shall, without the Act, Consent, or Default of the Tenant or his lawful Assign, or his Executors or Administrators, require and take from him or them the Possession of the Lands to which the Agreement relates, the Tenant or his lawful Assign, or his Executors

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or

or Administrators, may recover from the Person who shall have so taken possession, or his Executors or Administrators, a just and reasonable Compensation in Money for the Expenditure in Labour or Money *bona fide* made in respect of such Improvements.

- 5 LVI. In any Civil Bill Proceeding to recover Compensation for Improvements by virtue of this Act, the Defendant, though not residing within the County or Riding in which the Lands or the greater Portion of them are situated, shall be deemed to be within the Jurisdiction of the Chairman, and Service of the Civil Bill on his Agent, or
10 the Receiver of his Rents, or the Person or Persons in possession of the Lands, shall be good Service of such Defendant; and any Decree or Order made by the Chairman may be executed in any County or Riding in Ireland, or in the City of Dublin, when backed with the Signature of the Chairman of such County or Riding, or of the Recorder of the City of Dublin, and shall have the like Effect as the
15 Decree or Order of the Chairman or Recorder who shall have made the Endorsement.

Jurisdiction where Party dispossessing resides out of the County.

- LVII. Cross Demands and Claims arising out of the Holding of the Premises in respect of which any such Compensation is claimed may, though unliquidated, be relied on and established in the same Manner
20 as a legal Set-off.

Set-off and cross Demands.

- LVIII. In Cases of Doubt or Difficulty, or contradictory Evidence, in any Proceeding respecting Compensation for Improvements, the Chairman may, if he shall so think fit, direct a Reference to some
25 properly qualified Person to report specially on any Question of Fact which he may desire to ascertain, and may direct such reasonable Sum as he shall think proper to be paid by such Party or Parties as he may direct to such Person for making such Report.

Reference as to Matters of Fact.

- LIX. The Clerk of the Peace for each County shall cause printed
30 Forms of Specifications and Certificates of Completion to be prepared on Parchment of uniform Shape and Dimensions, with a sufficient Margin, and shall issue the same at his Office to any Person requiring them, on Payment of a Sum not exceeding *One Shilling* for each Form, and shall file the Specifications and Certificates as they shall be received in compact Order, attaching them by Lines through the Margin to Portfolio Covers after the Manner of Books, so that they shall
35 be kept free from Injury and be easily accessible, and shall give Copies thereof to any Person requiring the same, on Payment of a Sum not exceeding *One Shilling* for each Copy.

Forms to be provided by the Clerk of the Peace.

- 40 LX. This Act shall apply to Ireland only.

Act to apply to Ireland only.

SCHEDULE referred to in the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Completion of Improvements by the Chairman.

County of *M.* } By the Chairman at the Sessions of the said
 Division of *N.* } County.

It appearing to the said Chairman that the Agreement, a Copy of which is hereunto annexed, was on the Day of executed by *C.D.*, alleged to have been then the Landlord of *A.B.*, who was then Tenant of the Lands of *P.*, situated [*or the greater Part whereof is situated*] within the said Division, and that the said Agreement has been duly registered, and it appearing to the said Chairman that all proper Parties have had due Notice of the Application for this Certificate, and that the Improvements herein-after detailed correspond substantially with the Particulars of the said Agreement, and the Specification and Estimate thereto annexed, and that the same have been duly and properly executed according to such Agreement and Specification, and are of the Value in such Estimate stated [*or of the Value of* Pounds], as herein-after set forth :

The said Chairman doth, in pursuance of the Provisions of the Statute in that Behalf made, hereby grant this his Certificate of Completion in respect of the Improvements herein-after mentioned.

Nature of Improvements made.	Value of Expenditure in Labour or Money.

Dated this Year of our Lord 18 .

Day of in the

G.H., Chairman.

L.M., Clerk of the Peace.

Leasing and Improving Lands (Ireland).

A

BILL

To consolidate and amend the Laws
relating to the Powers of leasing and
improving Lands in Ireland.

*(Prepared and brought in by
Mr. Whitbread, Mr. Peel, and
Colonel Vandeleur.)*

*Ordered, by The House of Commons, to be Printed,
1 June 1860.*

[Bill 166.]

Under 3 oz.